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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In re Applications of	)	MM Docket 94-88
	)	
COMMUNITY EDUCATIONAL ASSOCIATION	)	File No. BPED-930316MF
Holly Hill, Florida	)	
	)	
CORNERSTONE COMMUNITY RADIO, INC.	)	File No. BPED-930618MG
Flagler Beach, Florida	)	
	)	
For a Construction Permit for a	)	
New Noncommercial Educational FM	)	
Station on Channel 212A	)	

To: Honorable Joseph Chachkin  
Administrative Law Judge

PETITION FOR LEAVE TO AMEND

Community Educational Association ("CEA") by its counsel and pursuant to § 73.3522(b) of the Commission's Rules, offers a post-designation amendment to its application as a matter of right and requests acceptance of the amendment.

1. The Chief, Audio Services Division released a Hearing Designation Order, DA 94-789, on August 2, 1994, (the "HDO") designating the CEA application and the application of Cornerstone Community Radio, Inc. ("CCR") for hearing. One of the issues specified in the HDO was:

To determine whether CEA is a qualified educational organization proposing an acceptable educational format in compliance with 47 C.F.R. § 73.503(a) of the Commission's Rules.

2. CEA stated in its application that it was "organized for educational, charitable, literary and scientific purposes" and intended to "provide the residents of Holly Hill and its surrounding area with a source of educational programming." This description of purpose was determined to be "insufficient" to allow

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the FCC to make a positive determination that CEA is a "qualified educational organization" as required by § 73.503(a) of the Commission's Rules. As a result, a specific issue was added pertaining to CEA.

3. CEA has prepared, and is filing simultaneously today under separate cover an "Organization and Board of Directors Agreement" as an amendment to its application. The Agreement sets out in further detail the organization and purpose of CEA, and is signed by its three principals.

4. Section 73.3522(b) of the Commission's Rules allows applicants to file amendments relating to issues first raised in a hearing designation order as a matter of right within 30 days of the release of the order. See 47 C.F.R. § 73.3522(b). CEA is filing the Agreement as an amendment and requests its acceptance as a matter of right, as it is proffered less than 30 days from release of the HDO and relates to an issue first raised in the HDO. <sup>1</sup>

Respectfully submitted,  
**COMMUNITY EDUCATIONAL ASSOCIATION**

  
\_\_\_\_\_  
Scott C. Cinnamon  
Its Counsel

**BROWN NIETERT & KAUFMAN**  
1920 N Street, N.W.  
Suite 660  
Washington, D.C. 20036  
(202) 887-0600

September 2, 1994

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<sup>1</sup> Upon acceptance of CEA's amendment, CEA plans to seek summary decision on the § 73.503(a) issue.

# COMMUNITY EDUCATIONAL ASSOCIATION ORGANIZATION AND BOARD OF DIRECTORS AGREEMENT

We the undersigned, being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a not-for-profit unincorporated Association, adopt the following agreements:

## Agreement 1

The name of our Association is: Community Educational Association.

## Agreement 2

The duration of the Association is perpetual.

## Agreement 3

The objects and purposes of this Association shall be to assume our share of responsibility and the privilege of propagating high quality educational programs (broadcast and otherwise) by all available means and in pursuance of said purposes to engage in what ever form of educational activity that may be necessary to promote such purposes, and to exercise and enjoy all rights and privileges incident to such purposes; to operate, conduct and engage in any lawful activity including all mediums of media and broadcasting, and to do all things necessary to accomplish the above described purposes; it being expressly declared that this is an Association not for gain or individual profit and no dividend shall be declared to any of its members, and that none of its property,

real or personal, shall ever be used or expended, except to carry into effect the legitimate ends and aims as described in this agreement. This Association is organized exclusively for educational, charitable, religious or scientific purposes according with the federal and local laws.

#### Agreement 4

Incidental thereto, and in accordance therewith, this Association shall have the power:

1. To have perpetual existence by its Association name;
2. To sue and be sued, complain and defend, under the name Community Educational Association;
3. To purchase, take, receive, lease as lessee, take by gift, devise, bequest, or otherwise acquire, and to own, hold, use, and otherwise deal in and with any real or personal property, or any interest therein, situated in or out of this state, as may be necessary and proper for carrying on its legitimate affairs, including but not limited to places of educational activity, parsonage, cemetery, orphanage, Bible Institute, parochial schools, radio or television stations, restaurants, public schools, private homes, in government and government institutions, government sponsored, owned, or operated organizations and facilities, or any other means available to carry out its purpose of propagating a high quality educational

programs addressing important community needs.

4. To sell, convey, mortgage, pledge, lease or lessor, and otherwise of all or any part of its property and assets; acquire, own, hold, vote, use or employ shares or other interests in or obligations of domestic or foreign corporations, whether for profit or not for profit, associations, partnerships, or individuals; and to sell, mortgage, loan, pledge, or otherwise dispose of, such shares, interest, or obligations;

5. To make contracts, incur liabilities and borrow money when appropriate to enable it to accomplish any or all of its purpose;

6. To lend money for its organizational purposes; and to take and hold real and personal property as security for the payments of funds so invested or loaned;

7. To conduct its affairs, carry on its operations, and have offices within and without the State of Florida in the United States, and to exercise in other state, territory, district or possession of the United States, or in any foreign country, these powers;

8. To elect or appoint officers and agents of Community Educational Association, and to define their duties and fix their compensations;

9. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized.

## Agreement 5

### Control and Management

The control, direction and management of the affairs, property and finances of the Association shall be governed by the Board of Directors. The Board of Directors shall consist of three members, (President, VicePresident and Secretary treasurer). Each member will have equal voting power, so the concurrence of at least two members of the Board will be needed to approve any matter.

The President is the person to manage the affairs of the Association. He will set the dates for Board meetings, sing contracts and other legal documents for the Association and make periodic reporting to the Board of Directors on the business of the Association. In addition, he will have the responsibility to make decisions about personnel and the day-to-day programming and operations of the Association's radio station.

The VicePresident is responsible of Public Relations for the Association and its educational programs, develop all types of educational activities that serve the Public Interest, ( seminars, simposiums, meetings, conferences, etc.).

The Secretary/Treasurer has the responsibility to write all officials letters of the Association, notify members of all Board of Directors meetings and keep the Association's checkbook and financial records.

New members may be added to the Board of Directors by petition to the existing Board members. The Board member or members requesting the new member will be required to demonstrate why a new member is needed and what function that member would serve. New members will be added by a majority vote of existing board members. Board members may be removed for cause by a unanimous vote of existing board members, and board members may be replaced by a majority vote upon the death or resignation of a Board member. At no time shall there be more than ten members of the Board of Directors.

#### Agreement 6

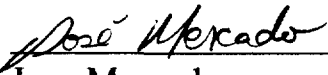
#### Dissolution

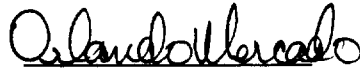
The members of Community Educational Ass. may, by a unanimous vote of its members, decide to dissolve the organization. In the event to a vote to dissolve, the Secretary/Treasurer, with the assistance of the other members, will prepare an Inventory List. The Inventory List will then be examined by two appraisers to determine a value for the station assets including the FCC License. The average of the two appraisers appraisals shall be the Appraised Value for the Station. The President will put forward a list of no more than three qualified buyers for the members consideration. By majority vote, the members will elect the buyer to contract with for the sale of the assets of the station and to enter into an


assignment of license application with. Neither the assets of the station nor the assignment application between Community Educational Ass., and buyer. The members of Community Educational Association shall, after reimbursement of start-up costs to members, will divide any other monies from the sale equally.

We, the undersigned, accept to obey this Agreement between us this day

26 of August of 1994.

  
\_\_\_\_\_  
Jose Mercado  
President

  
\_\_\_\_\_  
Orlando Mercado  
Vice President

  
\_\_\_\_\_  
Clara del Toro  
Secretary/Treasurer



CERTIFICATE OF SERVICE

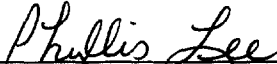
I, Phyllis Lee, do certify that on this 2nd day of September, 1994, a copy of the foregoing **PETITION FOR LEAVE TO AMEND** was sent via first class mail, postage pre-paid or delivered, as indicated, to the parties set forth below:

Honorable Joseph Chachkin  
Administrative Law Judge  
Federal Communications Commission  
2000 L Street, N.W., Room 221  
Washington, D.C. 20554 \*

Y. Paulette Laden, Esq.  
Hearing Branch  
Federal Communications Commission  
STOP CODE 1800C4  
2025 M Street, N.W., Room 7212  
Washington, D.C. 20554 \*\*

Chief, Data Management Staff  
Audio Services Division  
Mass Media Bureau, FCC  
1919 M Street, N.W., Room 350  
Washington, D.C. 20554

J. Geoffrey Bentley, Esq.  
Birch, Horton, Bittner & Cherot  
1155 Connecticut Ave., Suite 1200  
Washington, D.C. 20036

  
Phyllis Lee

- \* - Hand Delivery
- \*\* - via FCC Mailroom